

1 WHY YOUR PRIVACY MATTERS TO US

- 1.1 Petsleepover Pty Ltd (ACN 604 337 386) ("**Petsleepover**") is committed to keeping your information safe and secure in accordance with the *Privacy Act 1988* (Cth) (the "**Privacy Act**") and the Australian Privacy Principles contained therein. By engaging Petsleepover's services, you are giving consent to Petsleepover for the use of your private information in the manner set out in this Privacy Policy.

2 COLLECTING YOUR PERSONAL INFORMATION

- 2.1 Petsleepover may collect and use the following kinds of information:
- (a) information about your use of the services of Petsleepover, including but not limited to our website at www.petsleepover.com.au (the "**Services**"); and
 - (b) information about your personal details (including name; phone contact details, address information, email).
- 2.2 Information about your personal details may be collected from you in a variety of ways, including but not limited to:
- (a) when you interact with the Services electronically or in person;
 - (b) when you access the Services;
 - (c) via the internet; and
 - (d) when Petsleepover provides services to you.

3 HOW WE USE YOUR PERSONAL INFORMATION

- 3.1 Petsleepover may use your personal information:
- (a) to enable your access to the Services;
 - (b) to track usage and measure statistics in connection with the Services;
 - (c) to supply to you the Services to you as a customer;
 - (d) to receive and/or access information from third party providers for the provision of our services to you;
 - (e) to contact you regarding your use of the services or services offered by Petsleepover;
 - (f) to contact you in relation to comments, complaints, enquiries or dispute resolution; and
 - (g) to communicate with third party providers or associate parties with respect to the provision of the services.
- 3.2 Petsleepover may be required to disclose personal information about you to third parties where it is required, incidental or otherwise related to the primary purpose of providing services to you. You acknowledge and agree that, pursuant to the nature of the Services, Petsleepover may elect not to disclose the identity of these third parties to you.

- 3.3 Petsleepover, in its sole discretion, may disclose your personal information to the extent that it is required to do so by law, in connection with any legal proceedings or prospective legal proceedings, and in order to establish, exercise or defend its legal rights.

4 KEEPING YOUR INFORMATION SECURE AND ACCURATE

- 4.1 It is important that you advise Petsleepover of changes to your personal information that you have provided to Petsleepover as it is essential that your personal information is accurate, complete, and up-to-date in order for Petsleepover to provide services to you.
- 4.2 Petsleepover uses reasonable technical precautions and has implemented business processes to protect your personal information from misuse, loss, unauthorised access, modification and disclosure. However Petsleepover is not liable for any unauthorised access to this information.
- 4.3 Petsleepover will take all reasonable steps to destroy or permanently de-identify personal information if it is no longer needed for the purposes of providing our services to you and where Petsleepover is not required to retain that information by law.

5 ACCESS AND CORRECTION

- 5.1 As a potential customer, you are responsible to ensure that the information you provide to Petsleepover is accurate, complete and up-to-date.
- 5.2 By request, you may contact Petsleepover and ask to know what sort of personal information is held about you, for what purposes, and how it is collected, held, used and disclosed.
- 5.3 By request, you may access your personal information by contacting Petsleepover at contact@petsleepover.com.au. Petsleepover reserves the right to charge a reasonable administration fee for this access.
- 5.4 Petsleepover, in its sole discretion, may consider that there is a sound reason under the Privacy Act, Freedom of Information Act or other relevant law to withhold personal information, or not make the requested changes.

6 IDENTIFIERS AND ANONYMITY

- 6.1 You acknowledge that Petsleepover retains, collects and maintains your personal information for statistical analysis purposes (for internal use only). You agree that Petsleepover may share, distribute and/or transfer information which you have provided to Petsleepover to third parties, after that information has been de-identified.

7 YOUR PRIVACY AND TRANS-BORDER DATA FLOWS

- 7.1 You acknowledge that Petsleepover's servers may be situated outside of Australia and therefore, your personal information may be transferred and stored in foreign

jurisdictions. You agree that Petsleepover may transfer your information into foreign jurisdictions for the purposes of providing you with the Services. In addition to the above, Petsleepover will only transfer personal information to someone who is in a foreign country where:

- (a) Petsleepover reasonably believes that the recipient of the information is subject to a law, binding scheme or contract which effectively upholds principles for fair handling of the information that are substantially similar to the Australian Privacy Principles;
- (b) the individual consents to the transfer;
- (c) the transfer is necessary for the performance of a contract between you and Petsleepover, or for the implementation of pre-contractual measures taken in response to your request;
- (d) the transfer is necessary for the conclusion or performance of a contract concluded in your interest between Petsleepover and a third party;
- (e) all of the following apply:
 - (i) the transfer is for your benefit;
 - (ii) it is impracticable to obtain the your consent to that transfer; and
 - (iii) if it were practicable to obtain such consent, you would be likely to give it;
or
- (f) Petsleepover has taken reasonable steps to ensure that the information which it has transferred will not be held, used or disclosed by the recipient of the information inconsistently with the Australian Privacy Principles.

8 USING SENSITIVE INFORMATION

- 8.1 Sensitive information is defined in the Privacy Act to include information or opinion about such things as an individual's racial or ethnic origin, political opinions, membership of a political association, religious or philosophical beliefs, membership of a trade union or other professional body, criminal record or health information.
- 8.2 Sensitive information will be used by Petsleepover only for the primary purpose for which it was obtained; for a secondary purpose that is directly related to the primary purpose; with your consent; or where required or authorised by law.

9 QUESTIONS OR COMPLAINTS

- 9.1 As a valuable customer, if you have any questions or complaints in relation to this Privacy Policy or privacy practice, please feel free to contact Petsleepover of your complaints to contact@petsleepover.com.au.
- 9.2 A complaint should identify whether it is about:

- (a) the collection of personal information;
- (b) the use of personal information;
- (c) the disclosure of personal information;
- (d) the security or storage of personal information;
- (e) the accuracy of personal information;
- (f) a refusal to give complaint access to or find out about their personal information;
or
- (g) a refusal to change or delete personal information.

9.3 Petsleepover values your opinions and takes complaints very seriously. Upon receiving written notice of your complaint about privacy, Petsleepover will respond quickly to advise you of the outcome following its enquiring into the same. You will also be invited to respond to its outcome. If a response is received, Petsleepover will assess it and advise if it has changed its view. If you are unsatisfied with the final outcome, Petsleepover will advise further options including, if appropriate, making a complaint with the Office of the Australian Information Commissioner.

10 MISCELLANEOUS

10.1 No partnership or agency

Nothing contained or implied in this Privacy Policy will create or constitute, or be deemed to create or constitute, a partnership between you and Petsleepover. A party must not act, represent or hold itself out as having authority to act as the agent of the other party or in any way bind or commit the other parties to any obligation.

10.2 Waivers

In limited circumstances, Petsleepover may allow you to waive application of this Privacy Policy. A waiver of this Privacy Policy must be in writing and signed by Petsleepover. Petsleepover anticipates that the waiver of this Privacy Policy would only be in exceptional circumstances, and Petsleepover encourages that you consider the circumstances leading to the waiver request prior to submitting such a request.

10.3 Governing Law & Jurisdiction

This Privacy Policy is governed by the laws of New South Wales, Australia. In the event of any dispute arising out of or in connection with this Privacy Policy, you agree that the exclusive venue for resolving any dispute shall be Sydney, Australia.

11 VARIATION TO THIS PRIVACY POLICY

11.1 This Privacy Policy is available online via www.petsleepover.com.au by clicking the "Privacy Policy" link located at the bottom of the Services. Petsleepover reserves the

right to modify or amend this Privacy Policy at any time and for any reason, without notification.

11.2 Petsleepover updates this Privacy Policy from time to time by posting a new version on its Services. You shall be taken to agree to the Privacy Policy from the time the new policy is posted on its Services.

11.3 This policy was last modified on **20 February 2015**.

12 CONTACT

12.1 Please contact Petsleepover if you have any questions regarding this Privacy Policy.

Email: contact@petsleepover.com